

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

THAT, WHEREAS, on the 20<sup>th</sup> day of December, 2006, <u>Harold R. Schatz</u>, <u>trustee of the Harold R. Schatz Revocable Living Trust and Joyce M. Schatz</u>, <u>trustee of the Joyce M. Schatz</u>, as Lessor(s), executed and delivered unto <u>XTO Energy</u>, <u>Inc.</u>, as Lessee, an Oil, Gas, and Mineral Lease covering 1.995 acres of land, more or less, recorded in Document # D207036095, Deed Records, Tarrant County, Texas, and being described as follows:

1.995 acres more or less, being a certain lot, tract or parcel of land out of the N.H. Carroll Survey, A-264, also described as being all Lot 4, Block 1 of Calloway Land Subdivision, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plats thereof recorded in Volume 388-184, Page 96, of the plat records of Tarrant County, Texas and being the same land described in "Warranty Deed", dated May 23, 1996, from Colby B. Sandlian, Trustee, ect. To Harold R. Schatz, trustee of the Harold R. Schatz Revocable Living Trust and Joyce M. Schatz, trustee of the Joyce M. Schatz Revocable Living Trust, recorded in Volume 12376, Page 1956 of the Tarrant County, Texas Records.

WHEREAS, <u>Chesapeake Exploration</u>, <u>L.L.C.</u>, <u>an Oklahoma limited liability company</u>, is the present owner and holder of said lease and all rights thereunder or incident thereto and has requested that the Lessor amend the expiration date and provisions of the lease.

IT is the desire of Lessor and Lessee to extend the primary term provided for in this lease.

FOR Ten dollars and other consideration, Lessor and Lessee agree that the Lease is amended so that the primary term, of Three (3) years provided for in the Lease, shall be Three (3) years, Six (6) months from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional Six (6) months. Lessor leases and lets to Lessee, its successors and assigns, the lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Amendment.

LESSOR warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment to extend the primary term and provisions of the Lease.

THIS Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

THIS Amendment is signed by the Lessor as of the date of acknowledgement of the Lessor signatures, but is effective for all purposes as of the Effective Date shown above.

Lessor(s):  Harold R. Schatz, trustee of the Harold R. Schatz Revocable Living Trust Joyce M. Schatz, trustee of the Joyce M. Schatz Revocable Living Trust  By: Wells Asset Management, Inc.  A Texas Corporation	
Printed Name:	Mike A. Wells
Title:	Director and President
STATE OF SCOUNTY OF SCOUNTY OF SEFORE me, the undersigned authority, on this Scott Management, Inc., a Texas corporation, who acting in his/her capacity stated herein and being swom did state that the forgoing instrument was executed as the act and deed of said Texas Corporation.	
KELLY M. SOURS MY COMMISSION EXPIRE DECEMBER 21, 2012	Notary Public in and for State of Yours

(seal)

## **SUZANNE HENDERSON**

**COUNTY CLERK** 



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FOUR SEVENS ENERGY CO LLC 201 MAIN STREET 1455 FT WORTH, TX 76102

Submitter:

FOUR SEVENS ENERGY CO.,

LLC

## <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

12/3/2009 10:58 AM

Instrument #:

D209316063

LSE

**PGS** 

\$20.00

By: Organ Genles

D209316063

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD